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Contract Database Metadata Elements

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Union: **Fulton Schools Food Service Bargaining Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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Fulton City School District And Csea
Local 838 (Food Service Employees)

SD
CAF

Agreement

Between

Fulton City School District

and the

Civil Service Employees Association



Food Service Employees

July 1, 2002- June 30, 2005

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 10 2003

ADMINISTRATION

49

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Negotiated Agreement

Between

Fulton City School District

and

CSEA Food Service Employees

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ARTICLE 1

Recognition

The Board of Education recognizes the Civil Service Employees' Association, Inc., Local 1000 AFSCME/AFL-CIO (Association), as the sole and exclusive bargaining agent for the maximum period allowed by law, for the Fulton Schools Food Service Bargaining Unit, for the purpose of collective negotiations and administration of grievances and disputes arising thereunder.

ARTICLE 2

Bargaining Unit

It is agreed, for the purpose of this Agreement, that an employee is defined as follows:

- 1.) Full-time employees include persons who work consistently more than 30 hours per week.
- 2.) Part-time employees are employees who work 30 hours or less per week.
- 3.) A substitute employee is an employee subject to call by the Director of Food Service to temporarily replace a full-time or part-time employee. After thirty (30) consecutive days of temporarily replacing an absent full-time or part-time employee, such employee will be entitled to contractual rights and benefits for the duration of the temporary replacement.
- 4.) The following job classifications are included in this bargaining unit: Food Service Helper, Senior Food Service Helper, School Cashier, Cook Manager, Cook, Assistant Cook, Baker, and Motor Vehicle Operator.
- 5.) Student help is not included in this bargaining unit.

ARTICLE 3

Management Rights

- 1.) The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and services operations, the business and services operations to be rendered, and the methods, processes and means used in operating its business and services, and the control of its buildings, real estate, materials, tools and all equipment which may be used in operating its business and services, or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services will be performed by employees covered under this Agreement to maintain order and efficiency among non-teaching employees, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
- 2.) The above rights of the School District are not all-inclusive, but indicate the type of matters or rights which are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering into this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4

Association Security

- 1.) The School District shall deduct from the wages of each employee and remit to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a bi-weekly basis, regular membership dues and any health and accident insurance premium and/or life insurance premium (as presently provided) for those employees authorizing such deductions. In addition, the District will deduct from the payroll of an employee, money to be placed in a credit union (one designated credit union for the Association) and up to two (2) Tax Sheltered Annuities of those companies presently offered by the District. The sign-up periods shall be November 1, February 1, and May 1 of each school year with the notification dates to the Business Office of October 22, January 15, and April 15 respectively. Employees may, on a voluntary basis, authorize a payroll deduction for the PEOPLE program.

Article 4 - Association Security (Continued)

- 2.) Membership in the Association shall be voluntary, but the school agrees there shall be no discrimination, interference, restraint or coercion by the school or its agents, because of any activities on behalf of the Association.
- 3.) **Agency Shop** – Effective January 1, 1989, the Employer agrees that the Union, having been recognized as the sole and exclusive bargaining unit, shall be entitled to have deductions made from the pay of each employee of the bargaining unit, who choose not to be members of the Union but are still represented by the Union. Such deductions shall be of an amount equivalent to the membership dues levied by the Union. The Union affirms that such deductions are in accordance with Section 208.3(b), Article 14, Public Employees' Fair Employment Act of the N.Y.S. Civil Service Law. The Union further affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 208.3(b) of the aforementioned law. The Union hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this section.
- 4.) The School District agrees that there shall be no discrimination, interference, restraint, or coercion by the School District, or any of its agents, against any employee, because of their membership in the Association, or because of any lawful activities on behalf of the Association and his/her fellow members. The Association agrees that there shall be no discrimination, interference, restraint or coercion by members of the Association or any of its agents against any Management Official, because of his/her lawful activities in regard to the Management of the District.
- 5.) The Association shall have the sole right to represent employees in the defined bargaining unit in any an all proceedings under the Public Employees' Fair Employment Act.
- 6.) With the permission of the Director of Food Service, the Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the School District, provided, however, that their content is not derogatory or controversial. The School District agrees that the facilities of the School shall be available for the Association meetings when such use does not interfere with any scheduled events or involve any cost to the School District. It is agreed that any employee scheduled to work at the time of the meeting shall not be allowed to leave his work location to attend the meeting. Application for the use of the facilities shall be made in accordance with established procedures.

Article 4 - Association Security (Continued)

- 7.) The Unit President and the Director of Food Service will forward to the District's Superintendent all copies of correspondence between the Director of Food Service and the CSEA's Unit President, so that an official file will be maintained precluding any loss of such material and assuring a quick response to request action.
- 8.) The Association shall have the right to designate a representative agent of the Association's Life Insurance Program (as presently provided), to visit employees on the job for the purpose of interesting them in this protection and/or adjusting any claims provided; however, he/she notifies the appropriate school official and gives him/her total assurance that no inordinate interruption in the work of the employees will be involved. The Field Representative of the Association shall have the same rights for the purpose of administering the terms and conditions of this Agreement.
- 9.) The District will provide the Association President, on a semi-annual basis, July 1 and February 1, with the names and addresses of all bargaining unit employees with a designation of which ones are dues paying members. Such list will also indicate the employment status (full-time, part-time, substitute) and first date of employment with the District for each bargaining unit member.

ARTICLE 5

Strike and Sanctions

- 1.) Pursuant to Section 210, Sub-division 1, of the Public Employees' Fair Employment Act, the Association hereby affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.
- 2.) Employees will not, at any time, participate in sanctions or threat of sanctions promoted by or encouraged by any local, national, state, county, or area or zone organizations against this School District, Board of Education or school system, for any reason.

ARTICLE 6

Hours of Work and Work Week

It is agreed that hours of work and the work week shall be determined by the Director of Food Service according to a prepared schedule, which shall not include more than eight (8) hours in any day or forty (40) hours in any work week, except as required to maintain normal operations and in case of emergency. Responsible supervisor will be the Director of Food Service.

ARTICLE 7

Overtime Pay

It is agreed that the School District agrees to pay time and one-half the employee's regular straight time rate for all hours worked in excess of forty (40) hours per week. The employee will have the option to receive one and one-half (1 1/2) hours compensatory time off in lieu of one and one-half (1 1/2) hours monetary payment for overtime.

ARTICLE 8

Retirement

- 1.) All employees shall be enrolled in the New York State Employees' Retirement System. All eligible employees shall be enrolled in the New Career plan 75i. In addition, eligible employees shall be provided with the Unused Sick Leave (41-J) and Guaranteed Minimum Death Benefit (60-b) options.
- 2.) It is agreed that employees shall be informed that the address of the New York State Employees' Retirement System is:

*New York State Employees' Retirement System
Gov. Smith State Office Building
Albany, New York 12244
Phone: 518-474-7736*

ARTICLE 9

Leave of Absence

- 1.) It is agreed that an employee may be granted a leave of absence without pay for no less than six (6) months nor more than one (1) year for any reason deemed appropriate by the Board of Education, based upon the recommendation of the Superintendent. Permissible uses of leave shall include return to education or serious personal illness (employee or immediate family). A leave of absence requested for a family illness may be terminated following the death of the family member involved. Leaves granted to take a new position shall be for six (6) weeks or the remainder of the school year, whichever is less. A doctor's verification may be requested by the District for medical illness leaves. At the discretion of the District, a medical leave of absence may be granted for less than six (6) months. An employee shall return to the position from which leave was taken, provided employee returns within one year of the date (s)he leaves. A leave of absence requested for a family illness may be terminated following the death of the family member involved.

- 2.) Upon presentation of a doctor's certificate and a written request to the Superintendent (a copy to be sent to immediate supervisor), a leave of absence without pay will be granted to female employees for maternity reasons. Such application for a maternity leave of absence shall be made at least, or no later than, three (3) months, calendar days, before the expected birth of the child. A maternity leave shall commence upon the individual requested date and may continue for a period not to exceed one (1) year. While on maternity leave, the employee may utilize accumulated vacation, personal and/or sick leave. If the employee requests sick leave, a doctor's certificate shall be requested stating the reason and period of time.

ARTICLE 10

Personal Leave

It is agreed that two (2) days per year of personal leave shall be granted to each full-time employee. Prior arrangements must be made with the supervisor. Part-time employees shall be entitled to one (1) workday personal leave. After five (5) years of service, three (3) days per year will be granted to each full-time employee. After five (5) years of service, two (2) days per year will be granted to each part-time employee.

Effective July 1, 2003, it is agreed that three (3) days per year of personal leave shall be granted to each full-time employee. Prior arrangements must be made with the supervisor. Part-time employees shall be entitled to two (2) workdays personal leave. After five (5) years of service, four (4) days per year will be granted to each full-time employee, and three (3) days per year will be granted to each part-time employee.

- 1.) Requests will be made where practical within a twenty-four (24) hour notice, unless emergency conditions prevail.
- 2.) All unused personal days will be added to sick leave.

ARTICLE 11

Sick Leave

- A.) It is agreed that all full-time food service employees shall be entitled to earn one (1) sick day per month cumulative to 230 days. After five (5) continuous years of full-time service, food service employees shall be entitled to an additional two (2) days sick leave per year to be granted at the commencement of the school year.
- B.) It is agreed that part-time food service employees shall be entitled to one-half of sick leave per month cumulative to 160 days. After five (5) years of continuous service, employees shall be entitled to an additional three (3) days at the commencement of the school year.
- C.) In the event of a serious sickness within the employee's immediate family, up to three (3) days of accumulated sick leave per year may be utilized to attend to such emergencies. Upon request of the District, the employee who has already used one day for illness in the immediate family may be required to furnish a doctor's certificate attesting to the serious illness of a member of the employee's immediate family.

Article 11-Sick Leave (Continued)

- D.) Upon the request of the District, an employee who has used three (3) or more consecutive personal sick days may be required to furnish a doctor's certificate attesting to his/her illness.
- E.) Sick leave may be used in units of 1/2 day.
- F.) After twenty (20) years of service with the Fulton School District and upon retirement under the New York State Employees' Retirement System, it is agreed that part-time food service employees shall be entitled to \$15. per each accumulated sick day up to a maximum of \$1,000.

ARTICLE 12

Seniority

- A.)
 - 1. It is agreed that employees will be given preference of jobs in accordance with seniority. Part-time employees will be afforded the right of full-time positions, if qualified. Substitute employees shall be given preference to full-time positions after part-time employees, if qualified. For the purpose of this Agreement, seniority shall be defined as total service in any job title within this bargaining unit. Part-time service shall be credited on a pro-rata share as compared to full-time service. Seniority shall be a consideration in determining assignments and overtime.
 - 2. When a regular employee is absent on a day-by-day basis, the other regular employees in that building can move up to the absent employee's position, by seniority, before a substitute employee is called in.
- B.) Any substitute employee hired after July 1, 1983, shall accrue seniority only as a substitute employee for purposes of appointment to a part-time and/or full-time employment. Upon appointment to a part-time or full-time position, said employee shall start accruing seniority as stated in "A" above.

Article 12-Seniority (Continued)

- C.)
1. In the event of a layoff, employees shall be placed on a preferred hiring list for a period of one year. Recalls to vacancies in this bargaining unit shall then be made on the basis of the most senior employee on lay-off status being the first to be offered a position. Should an employee be offered a position and refuse to return at that time, (s)he shall be dropped from the preferred list.
 2. If it becomes necessary to eliminate a position, said employee may bump anyone less senior, regardless of job classification. However, said employee must be qualified, trained, and have performed the job in the past for the District. If there is a permanent reduction in regular work hours, the least senior position in the building will be affected.
- D.)
- In the event that certain school buildings in the District are closed while other buildings remain open, it shall be the responsibility of the employee working on one of the buildings that may be closed to inform the Director of Food Service of his/her desire to work in another building that may be open. Such request must be made in writing and at least 48 hours in advance whenever practical. If there is a need to fill a position(s) in the schools where the cafeterias are operating, such assignment shall be made by the Director of Food Service on the basis of seniority within job classification of those employees who had actually stated their desire to work on the day(s) in question.
- E.)
- All ten (10) month employees shall be on probation for the first six (6) months of employment. During that time, the employee shall not be entitled to receive a uniform allowance. At the completion of the probationary period, the uniforms shall be provided.

ARTICLE 13

Bereavement Leave

All employees shall receive a total of three (3) days per occurrence for death(s) in the immediate family (father, mother, son, daughter, brother, sister, wife, husband, grandparents).

For deaths of immediate in-laws (mother, father, son, daughter), two (2) days per year may be taken with pay.

For any days needed beyond the days allotted, an employee may draw upon his/her accumulated sick days.

ARTICLE 14

Rates of Pay

- A.) It is agreed that the food service positions shall receive the following entry level pay rates for the 2002-03, 2003-04 and 2004-05 school years.

Entry Levels

<u>Positions</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Cook Managers	\$12.94	\$13.26	\$13.59	\$13.93
Cook	10.62	10.89	11.16	11.44
Assistant Cook	8.95	9.17	9.40	9.64
Baker	10.62	10.89	11.16	11.44
Motor Vehicle Operator	11.51	11.80	12.10	12.40
Sr. Food Service Helper	9.22	9.45	9.69	9.93
School Cashier	8.39	8.60	8.82	9.04
Food Service Helper	7.38	7.56	7.75	7.94

- B.) It is agreed that current employees shall receive a 3.25% wage increase for the 2002-03 school year, a 3.25% wage increase for the 2003-04 school year, and a 3.25% wage increase for the 2004-05 school year.

Article 14 - Rates of Pay (Continued)

C.) Banquet Work

1. A sign up sheet will be available at the beginning of every school year to recruit our banquet staff. This person or persons will be held solely responsible for the set up, food preparation, overseeing of banquet, and clean up. This person should be able to work independently and have working knowledge of the methods of preparing, cooking and serving of food in large quantities; ability to understand and carry out oral and written directions; ability to supervise the work of others. Such employees will receive the banquet rate for all time assigned this duty. All banquet staff will be required to wear black dress pants and white shirt (shirt and apron supplied by District). Assignments will be made by seniority among employees in the building where such banquet occurs. If, and when, there is no employee able or willing to do the banquet in that building, it will go by District wide seniority.
2. Cook Managers and Motor Vehicle Operators shall be paid \$2.05 in 2002-03, \$2.12 in 2003-04, and \$2.19 in 2004-05 above the regular rate per hour for banquet work.

All other helpers shall be paid \$1.12 in 2002-03, \$1.16 in 2003-04, and \$1.20 in 2004-05 above the regular rate per hour for banquet work.

- D.) Any employee working out of job position or is promoted to a higher paying position shall receive the entry level hourly rate for the position in which they are working, or fifty cents (\$.50) per hour, whichever is greater. Effective July 1, 2004 this rate increases to fifty-five cents (\$.55) per hour, whichever is greater.

- E.) After forty (40) hours per week including banquet work, cook manager and helpers will be paid time and one-half on regular rate.

F.) Outside Use of Facility

When an outside organization uses kitchen food service facilities, in which they will be using our equipment, an employee will be assigned, by seniority among employees in the building where such use occurs, to monitor and oversee the organization's use. If and when there is no employee able to do the function in that building it will go by District wide seniority. Such employee is paid 1/2 of banquet rate for all time assigned.

Article 14-Rates of Pay (Continued)

G.) Breakfast Service

- 1.) Existing employees will have the first opportunity to bid on the work associated with breakfast service. Such procedures as outlined in Article 12 (Seniority), Article 21 (Job Posting) and Article 22 (Part Time Canvas List) shall be applied to this process. The only exception to these articles shall be in Article 22 maintaining a list by facility for breakfast service, rather than district wide.
- 2.) The definition of full time as described in Article 2, Paragraph 1 shall be amended to "more than 30 hours" as the threshold for qualifying for full time benefits such as health insurance coverage for any employee who works on breakfast service.
- 3.) The person, or persons, who on a rotation basis, maintain records, money, and/or accounts of customers of breakfast service shall receive no less than the entry level School Cashier rate for period of the time worked in that capacity.
- 4.) The Director of Food Service shall designate the most senior person in each breakfast service work location to be the person in charge.
- 5.) Effective July 1, 2001, employees will receive their regular (lunch) rate of pay for breakfast service, or where applicable, as specified in #3 above.

ARTICLE 15

Grievance and Arbitration Procedure

- 1.) A grievance shall be defined as a claim that the School District violated an express term of this agreement. A grievance may be raised by the Association or by an employee within the bargaining unit covered by this Agreement. Once raised, the grievance will be resolved in the following procedures:

Step 1 The grievance shall be first orally discussed between the grievant and the grievant's immediate supervisor.

Step 2 A grievance, which is not resolved in Step 1, shall be submitted in writing to the Superintendent of Schools or his designee. The written grievance must be signed by the grievant and set forth the specific contractual claim being made together with a statement of the facts surrounding the grievance and the remedy sought. The written grievance must be submitted to the District within five (5) working days of the act, occurrence or event giving rise to the grievance. Within ten (10) working days after submission of the written grievance, there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association. The Superintendent or his/her designee shall give a written answer within ten (10) working days of the meeting.

Step 3 If the grievance remains unresolved after the Step 2 answer, the Association may appeal the grievance in writing to the Board of Education within ten (10) working days after receipt of the Step 2 answer. The Board shall render a final decision in writing within twenty (20) working days after receiving the appeal with or without a hearing, as it may deem advisable.

Step 4 If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of this Agreement, the Association may submit the grievance in writing to the Public Employment Relations Board (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules. However, such grievance must be so processed within 90 calendar days after the date of the Step 2 service of the written grievance, or the grievance will be deemed waived and there shall be no right to arbitration. The Decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association.

Article 15-Grievance and Arbitration Procedure (Continued)

- 2.) The Arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive or other obligation binding upon the District; nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the Step 2 written grievance upon the District. In making his/her award, the Arbitrator shall bear in mind that both the District and Association recognize that their paramount obligation is to the welfare of the school children.
- 3.) If a written copy of the grievance was not served on the District within one week of the act, occurrence or event, giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board within 90 calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived, and there shall be no right to arbitration. The time limits set forth in this Section may be extended only upon the written consent of both parties.

ARTICLE 16

Insurance

Health/Dental/Disability

- A.) The district shall provide health and dental insurance benefits levels that are equal to or better than those benefits levels provided on June 30,2000, including, but not limited to the following:
 1. Major Medical up to \$1,000,000.00
 2. \$100 Deductible (2 per family)
 3. Nervous and Mental to \$40.00 per visit
 4. Semi-private plus \$10.00 for private room
 5. 80% Co-insurance only for the first \$2,000.00 annually; 100% thereafter, annually
 6. Supplemental Accident
 7. Unlimited Ambulance Coverage

Article 16-Health Insurance (Continued)

- B.) A new employee shall be insured on the first day of the month following the month in which he/she was employed.

Any employee, except a new employee, who wants to join any of the health groups, must do so on the group's reopening dates which are January 1 and July 1. Dependents may be added only on these dates.

- C.) The district will pay 90% of the total premium for the individual member's Health insurance coverage and 90% of the total premium for the dependent's Health insurance coverage.

The total dollar commitment will be based upon the agreed to coverage in "A". Members choosing option HMO coverage will be eligible for the same district contribution as provided in "A" above. Optional HMO costs exceeding those for insurance outlined in "A" will be borne by the employee.

- D.) The District shall contribute \$616.00 per year for the institution of a dental plan insurance program. Details of the program shall be jointly worked out between the District and the Association, but in no event shall the District's liability exceed \$616.00 per participant.

- E.) Disability Insurance- The employer shall provide the New York State Disability Insurance Plan or its equal. Employees will contribute toward premiums of such insurance up to the allowed chargeable rate.

- F.) Review Committee

A committee with two (2) representatives designated by the Teachers' Association, two (2) representatives designated by the District, and a single representative designated by each of the District's other bargaining units shall meet promptly to explore alternatives to the District's current health insurance program. Such committee shall investigate other possible carriers, including the possibility of self-insuring either on its own or through a consortium with other municipalities.

Additionally, such committee shall review the existing benefit levels to determine if there are more economical means to provide benefits for employees. The committee shall also review cost containment mechanisms such as, but not limited to, mandatory second surgical opinions, managed care programs, etc. Any savings realized from implementation of the committee's recommendations shall be shared equally between the District and its employees.

Article 16- Insurance Coverage (Continued)

- G.) The parties have established an IRS 125 Flexible Spending Plan. The District shall pay the costs of the third party administrator for the program. Any costs that can legally be paid through the IRS 125 plan shall be permissible. Such costs shall include, but not necessarily be limited to, child and adult care expenses, health insurance premiums, deductible expenses under the major medical portion of the health insurance plan, and any other unreimbursed medical costs.
- H.) Health Insurance Financial Inducement Option (see Appendix "A").

ARTICLE 17

Holidays

It is agreed that all Food Service Employees (except student help and substitute help) will be paid for ten (10) holidays during the school year. These holidays shall include:

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Years Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

It is understood that if emergencies occur, wherein school must be held on any of the above holidays, the paid holiday(s) may be waived by administrative decision, and a mutually agreed upon day will be arranged with the Unit Representative.

ARTICLE 18

Uniforms

All full-time employees will be supplied 5 full uniforms (pants, top, hair restraints & aprons) every year before the first day of school and paid for by the School Food Service. Each full-time employee will be reimbursed up to \$75.00 per year upon the presentation of a receipt of purchase of (1) pair of safety work shoes.

All part-time people will receive before the first day of school, 5 T-shirts, 2 aprons & 2 sets of hair restraints (hats/hairnets or visors). As appropriate, worn or stained T-shirts may be handed in and replaced as needed. It will be mandatory for the T-shirts to be worn on a daily basis. Newly hired employees shall not be eligible for uniforms or allotment until completion of probation period.

Walking shorts (not cut-offs) may be worn in the months of September, October, May and June. The uniform shirts and appropriate hair restraints must be worn each serving day.

ARTICLE 19

Compliance with the Laws of 1969

Agreements Between Public Employer and Employee Organizations

- 1.) Any written agreement between a public employer and an employee organization, determining the terms and conditions of employment of public employees, shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement.

"It is agreed by and between the Parties that any provision of the Agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate Legislative body has given approval."

- 2.) Every employee organization, submitting such a written agreement to its members for ratification, shall publish such notice, include such notice in the documents accompanying such submission, and shall read it aloud at any membership meeting called to consider such ratification.
- 3.) Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE 20

Legality of Agreement

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

If the above occurs, both parties shall immediately renegotiate the Article involved.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 21

Posting Job Vacancies

- 1.) Descriptions of job openings shall be distributed to employees a minimum of five (5) working days prior to the date the opening is to be filled. Presently employed employees shall have the right of interview. Application shall be submitted in writing. All vacancies will be filled within thirty (30) days.
- 2.) An employee awarded the vacant job may return to their former position at their option before the end of the probationary period. This right to return, however, is limited to one (1) time within a twelve (12) month period of time.

ARTICLE 22

Part-time Canvas List

A list of part-time employees will be established district-wide. This list will be canvassed before substitutes are called for work.

ARTICLE 23

Break Time

All employees working 4-1/2 or more hours per day shall receive a fifteen (15) minute break during their work schedule.

An employee scheduled to work less than four and one-half (4 1/2) hours per day, may, at the employee's option, take a fifteen (15) minute unpaid break during the work day. Breakfast program work hours will not be included toward the four and one-half (4 1/2) hour period, unless those hours are contiguous to the lunch program work hours.

ARTICLE 24

Fingerprinting

Following 30 workdays from date of hire the district will reimburse the employee 50% of the cost of fingerprinting.

ARTICLE 25

Jury Duty

An employee who serves jury duty shall be compensated for Jury Duty at the average daily wage less the amount compensated for by the Court, unless the jury pay is greater than the daily wage, in which case the employee shall receive no payment from the District.

ARTICLE 26

School Closings

If a school is closed for whatever reasons, and an employee reports to work before being notified, the employee shall be paid a minimum of two (2) hours pay.

If there is an unused snow closing day granted to all other District Employees (usually around the Memorial Day holiday), food service unit employees will be granted such day with pay.

ARTICLE 27

Employee Organization Leave

An employee, who is a delegate to the CSEA Annual Convention, shall be granted four (4) days annually, without charge to accumulated credits, to attend the CSEA Annual Convention.

ARTICLE 28

Job Security

The school agrees that all personnel, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law as it is applicable to discharge, suspension or fine.

Any employee on a non-competitive or labor class position shall be on probation for the first six (6) months of his/her employment.

Any permanent employee who transfers or is promoted shall be on probation in the new position for three (3) work months. This probationary period may be extended up to one (1) additional month with the agreement of the employee and the CSEA Unit President.

On a case by case basis, the District and the CSEA may mutually agree to process a disciplinary action through Article 15 (Grievance and Arbitration Procedure) rather than Section 75 of the Civil Service Law.

ARTICLE 29

Education Bonus

An annual incentive bonus of sixty dollars (\$60.00) for in-service education and continuing education will be awarded to staff who completes the following three (3) requirements during the school year (unless excused by the Director of Food Service):

- I. Membership in the State and Local Food Service Association.
- II. Attend in-service classes and workshops as approved by Director of Food Service.
- III. Attend County Association's Fall and Spring Dinner meeting and workshop.

ARTICLE 30

Labor-Management Meetings

The District agrees to form a Labor-Management Committee, which shall meet on a bi-monthly basis or more often at the request of either party during the school year or more often at the request of either party, date to be set by mutual agreement, for the purpose of providing communication, discussion and resolution of problems between the employees and the employer. These sessions are not to be bargaining sessions. Representatives will be limited to three (3) representatives of the employees and three (3) representatives of the employer. There will be no specific agenda.

ARTICLE 31

Health Insurance Credit for Retiree

Employees who retire from service in the Fulton City School District, and who are members of the District Health Insurance Plan, may have their accumulated sick leave converted to a credit which will be applied, until it is exhausted, to the retired employee's share of the cost of carrying the health insurance after retirement. After the credit is depleted, the retired employee may continue to carry the health insurance making the appropriate payment to the District.

Example of Health Insurance Credits for Retirees:

Cost of individual premiums for health insurance= \$300.*

100 days of sick leave accumulation

Salary \$10,000.

$\frac{100}{240} \times \$10,000 = \$4,166.65$ total health insurance credit available for retiree

District Share- \$300.

\$3,866.65 remaining health insurance credit for retiree of subsequent years

* This amount is an example for illustrative purposes only.

Article 31- Health Insurance Credit for Retiree (Continued)

Cash Option Benefits

Any bargaining unit member with at least ten (10) years of experience in the Fulton City School and eligible for retirement under the New York State Employees Retirement System and **actually** retires.

Option:

Any qualified employee can select any portion of their retirement health insurance credit to be converted to a cash option. The amount selected to be converted will be multiplied by 50% and that payment will be made to the employee.

Example: An employee with 100 days accumulated sick leave days, earning \$50. per day in the last year of employment, has a total of \$5,000. as a health insurance credit per Article 33 of this agreement.

The individual may elect to apply all of this amount to a cash option. Under the above condition the individual would receive $50\% \times \$5,000$. or a cash payment of \$2,500. Under the above example the individual would have a zero balance for the retirement health insurance credit.

A second example is an employee with the same accumulation may elect to retain a \$1,000. for the health insurance credit and apply the $\$4,000 \times 50\%$ and receive a cash payment of \$2,000.

A third example is an employee with the same accumulation may elect to retain the total \$5,000. for the retirement health insurance credit and receive zero as a cash payment

Cash Option- Payment- Acceptance

Any person who is retiring must notify the District in writing at least 60 calendar days in advance in order to be eligible. Upon such notification, between July 1 and June 30, such employee may receive this payment as a part of his/her salary over the remaining pay dates, should the employee desire to do so. However, the employee may also choose to have a lump sum payment on the day of retirement.

Once the retirement is acted upon and payments commence, it becomes non-rescindable.

ARTICLE 32

Duration

This Agreement shall take effect July 1, 2002 and shall terminate on June 30, 2005.

Contract Signatures & Certificates

- 1.) The foregoing pages constitute the agreement between the Fulton Board of Education and CSEA for the 2002-03, 2003-04, and 2004-05 school years.
- 2.) The dates and signatures required are as follows:

For the CSEA:

For the Fulton City School District:

Rebecca S. Collins
Unit President

Michael J. Egan
Mr. Michael Egan, Superintendent of Schools

Victoria Merkley
Unit Representative

May 12, 2003
Date

Barbara M. Bennett
Unit Representative

Susan LaRue
Unit Representative

Mary J. Coryer
Unit Representative

Philip J. Ammon
CSEA Labor Relations Specialist

May 12, 2003
Date

Memoranda of Understanding

RE: Postings

The District will provide the Unit President with job vacancy postings of all open support staff positions in the other CSEA represented bargaining units.

RE: Employee Absence Request / Report

The District and Association agree that the form below will be the exclusive form required to be used to report or request an absence from work.

FULTON CITY SCHOOL FOOD SERVICES EMPLOYEE ABSENCE REQUEST / REPORT

TODAYS DATE: _____

NAME: _____

SCHOOL: _____

DATES OF ABSENCE FROM WORK: _____

TYPE OF ABSENCE: (Please Circle)

PAID PERSONAL LEAVE

Unless emergency, requests require at least 24 hours advance notice.
Earlier advance notice is appreciated.

PAID EMPLOYEE SICK LEAVE OR PAID FAMILY SICK LEAVE

Sick leave may be used in ½ day units. Please provide as much advance notice possible for scheduled medical/dental appointments. District may require Doctor's verification after use of 3 or more consecutive sick days or after use of one or more family sick days. For unscheduled sick leave, please fill out this form upon return to work.

PAID BEREAVEMENT LEAVE --- RELATIONSHIP _____

OTHER PAID LEAVE: (Circle One)

JURY DUTY CSEA ORGANIZATIONAL LEAVE

DAYS WITHOUT PAY

Days without pay will be considered by the District on a case by case basis Only.
District has the right to refuse any request. The decision of the District is not grievable.

Approved by Food Service Manager

Date

Disapproved by Food Service Manager

Date

W/reason: _____

Duplicate Form: Send entire form to Director of Food Services Office.
Yellow duplicate copy will be returned to employee with Approval /Disapproval

APPENDIX "A"

Health Insurance Financial Inducement Option

1. Any employee enrolled in the District wide health insurance program for at least one (1) calendar year may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the terms herein.
2. The financial inducement for withdrawing from the group health insurance program shall be based upon the coverage presently elected by an employee. If bona fide reason for an exception to this provision can be established, the Superintendent may waive this restriction.
3. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on the Fulton City School District Election form, in the month prior to the beginning of the Plan Year. Plan Years shall begin on July 1 and end on June 30, except in the first year of the operation of the Plan.
4. The financial inducement for withdrawing from such program shall be as follows:

<u>Individual</u>	<u>Two Person</u>	<u>Family</u>
\$1,000	\$1,500	\$2,000

5. Payment of such financial incentive shall be made annually at the close of school in June. The first payment shall be made in June in the year following the notification mentioned in #4 above and thereafter as long as the employee chooses not to participate. However, such payment shall be made no later than 30 days following departure of employment where an employee's employment has been terminated with the District prior to June.
6. The amount of such payment shall be prorated, based upon the actual amount of time the employee is foregoing the coverage. The period for such probation shall be from July 1 through June 30. The time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
7. At the time an employee is hired, if that employee's spouse has coverage elsewhere, the inducement rate for such employee will be one-half the family contribution rate.
8. If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to rejoin the program at the next June "window" period, i.e., one of the times (December the other) set by the insurance company when existing employees can join such program if they originally elected not to do so at the time they were initially hired. The window date for

APPENDIX "A" (continued)

this benefit is June 1. Application and the Fulton City School District Election Form must be filed at least 15 days in advance of June 1.

9. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. Both parties caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of such costs, etc., of their spouse's health insurance program.
10. Employees who plan to retire and expect to use the conversion of sick leave to insurance credits must withdraw from the inducement plan and rejoin the health insurance plan. Application to rejoin the health insurance plan must be made 30 days prior to the reopening date that precedes the retirement.
11. If this agreement jeopardizes the contracted health coverage, the agreement becomes null and void.